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February 23, 2011

Shana M. Broussard, Esq.
Office of the General Counsel
Federal Election Commission
999 E Street, NW
Washington, DC 20463

Re: MUR 6326 (American Association of Physician Specialists, Inc., et al.)

Dear Ms. Broussard,

This letter is submitted in response to the Commission's letter dated February 9, 2011, regarding reason to believe findings in this matter [REDACTED]

The purpose of this letter is to clarify certain matters set forth in the Commission's Factual and Legal Analysis [REDACTED] and to provide the Commission with further context about the complainant and his relationship with the organization.

Respondent Is the Subject of Legal Action by AAPS and has Default Judgment Pending

We believe that the Commission should have the full benefit of the context of the Complainant and his relationship with AAPS. Our Initial Response, dated August 31, 2010, contained details of the Complainant's malicious actions toward Respondent. These details are mentioned only briefly in the Factual & Legal Analysis, and in a somewhat dismissive manner ("In a joint response, Respondents assert that the complainant is a disgruntled employee terminated for poor job performance."), [REDACTED]

During his entire term of employment, the Complainant did not act to remedy any of the matters of which he now brings to the Commission's attention. On October 1, 2010, AAPS filed

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a lawsuit in Florida circuit court against Mr. Bell for a variety of tort- and contract-based causes of action, alleging specifically that Complainant did all of the following after his termination:

- Made statements such as "would take the organization down"
- Specifically told one AAPS contractor that we would "ruin" Mr. Carbone and AAPS
- Distributed false, threatening, and offensive emails to AAPS's business partners, associates, and board members
- Falsely claimed having certain conversations with Mr. Durante
- Requested IRS documents using a pseudonym
- Conspired with a job applicant to create false information about AAPS and its officers
- Conspired with a trade reporter to provide certain false and certain other confidential information for purposes of publication
- Conspired with one or more persons to distribute false information to members of the AAPS board of directors regarding Mr. Carbone

A copy of Respondent's complaint is attached. On November 22, 2010, the court entered a default judgment against Mr. Bell. We believe this context and background is crucial to any consideration and evaluation of the credibility and veracity of Complainant's allegations and representations.

Factual and Legal Analysis,
Mr. Carbone

Misstate the Role of

We believe the Commission's reason to believe finding against William J. Carbone rests on incorrect assumptions. As the Factual and Legal Analysis sets forth on page 7, "The response does not state who at AAPS authorized the transfer, leaving un rebutted complainant's allegation that AAPS's CEO, William J. Carbone, directed Anthony Durante, AAPS's Director of Finance and Operations, to make the transfer of \$20,000 in corporate funds to the Committee's account. Accordingly, based on the available information, it appears that Mr. Carbone, AAPS's CEO, consented to a prohibited corporate contribution."

The allegation in question was un rebutted in the Response simply because the Complainant presented no actual evidence to support it, and has no personal knowledge of whether or not Mr. Carbone authorized the transaction. Complainant's allegation rests on hearsay, and in the very same sentence, Complainant acknowledges that his memory of the details may not be accurate. See Complaint, at page 1-2 ("Mr. Durante informed Mr. Panger and me that he (Duranter), upon authorization by Mr. William J. Carbone, AAPS Chief Executive Officer, was to transfer funds (if my memory serves me correctly, in the amount of \$20,000) from the AAPS general fund bank account to the AAPS PAC bank account, so as to not have the checks 'bounce' for insufficient funds."). In evaluating any statement from the Complaint, the Commission should take into consideration the fact that Mr. Bell's actions with respect to Respondent were so harassing and continuous that Respondent was forced to file a lawsuit against Mr. Bell which resulted in a default judgment against him for, among other things, making false, defamatory and untruthful statements about Mr. Carbone.

We sought additional information from Respondents in light of the Commission's findings and characterization of the matter at hand. Mr. Anthony Durante confirmed that Mr. Carbone was notified of the transfer of funds after the transfer occurred. Mr. Carbone did not provide prior authorization for the transfer, nor did he "consent" to the transfer of funds. The transfer of funds was not made upon the permission, approval, or agreement of Mr. Carbone. Rather, the transfer of funds was authorized by Mr. Durante, acting on advice of the organization's then government affairs personnel. See Affidavit of Anthony Durante, attached. Mr. Durante is neither an officer or director of AAPS (or AAPS PAC), and is not subject to the "conduct" restriction of 2 U.S.C. § 441b(a) or 11 C.F.R. § 114.2(e).

In addition, the FEC should consider a formal dismissal of the allegations against Mr. Carbone in light of the court decision finding Mr. Bell libel for false and defamatory statements against Mr. Carbone.

Factual and Legal Analysis Badly Mischaracterizes Respondents' Statement of Facts

Reason For The Transfer

At page 4 of the Factual and Legal Analysis, lines 7 through 9, Respondents' statement of facts is badly mischaracterized. The Factual and Legal Analysis states, "Although it is not clear why, Respondents state that the deposit of \$1,300 of NIF's funds into the Committee's account could result in the Committee having checks returned for insufficient funds." This is not at all what Respondents stated. In the Response of August 31, 2010, Respondent wrote:

In April 2008, it was discovered that AAPS's bookkeeper accidentally combined the two sets of temporary deposit slips and deposited funds intended for the PAC account into the National Initiative Account. As a result, AAPS feared that checks written on its PAC account could be returned due to insufficient funds caused by the mis-deposited funds. While the mis-deposited funds discovered at this time were relatively modest, AAPS feared a larger problem could exist. In order to avoid checks being returned by reason of insufficient funds, and not yet aware of the actual scope of the problem, AAPS temporarily transferred \$20,000 from AAPS's general operating account to the new SunTrust PAC account on April 2, 2008, to ensure adequate funds for all checks written.

Response at page 2 (emphasis added).

Respondents *never* suggested that a mis-deposited check in the amount of \$1,300 was the justification for the transfer of \$20,000. Rather, Respondents explained that they viewed the discovery of the mis-deposited \$1,300 as possibly indicative of a larger problem, the extent of which was not known at the time. In other words, given that the checkbooks had been confused, there was significant concern that there *could be* additional mis-deposited funds.

It was only in retrospect, after the PAC's finances had been reviewed, that it became clear that the \$20,000 transfer had been significantly greater than what was actually needed to prevent checks from "bouncing." In fact, the transfer turns out to have been entirely precautionary on the part of AAPS staff – although this was not known until sometime later.

While we think it unlikely that this mischaracterization of the Response (alone at least) factored heavily into the Commission's civil penalty figure calculations, if it was even a factor at all, we believe the record should be corrected to accurately reflect the Respondents' state(s) of mind and intentions.

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Respondents' Contentions Are Misrepresented

At page 5, lines 24-25, of the Factual and Legal Analysis, it is asserted that, "While acknowledging that AAPS transferred \$20,000 to the Committee from its corporate treasury funds, Respondents contend that because the funds were never used, the Respondents did not violate the Act. Response at 2-3." Respondents made no such contention. A review of the Response at pages 2-3 shows very clearly that Respondents state that no corporate funds were used, disbursed, or otherwise spent by AAPS PAC. Respondent never suggested that the transfer was permissible. If that had, in fact, been Respondents' contention, Respondent would not have indicated that it was "eager to cooperate with the FEC in resolving this matter." Rather, Respondent would have sought a dismissal against all respondents.

We do not know if this misstatement of Respondents' position in any way influenced the Commissioners' decision or findings. Nevertheless, it is included in the Factual and Legal Analysis, and will make its way to the public record. It is plainly incorrect.

Taken together, these two misstatements create an impression that Respondents acted haphazardly, and fail to acknowledge that the transfer of funds was improper. This is not at all the case, and we are concerned that Respondents were perhaps prejudiced by this false impression.

While the materiality of those misstatements and context is perhaps debatable, we are concerned that important elements of this matter were perhaps presented to the Commissioners in a harsher light than is justified by the facts and statements of Respondent.

We continue to look forward to resolving this matter in an expeditious manner.

Sincerely,



Jason Torchinsky
Michael Bayes

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IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

AMERICAN ASSOCIATION OF
PHYSICIAN SPECIALISTS, INC.,

Plaintiff,

v.

Case No.

TIMOTHY BELL,

Defendant.

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DIVISION B

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CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY, FL

COMPLAINT

Plaintiff, AMERICAN ASSOCIATION OF PHYSICIAN SPECIALISTS, INC.,
by and through its undersigned counsel, sues Defendant, TIMOTHY BELL, for monetary
damages and injunctive relief and alleges as follows:

PARTIES AND JURISDICTION

1. American Association of Physician Specialists, Inc. ("AAPS") is a Florida corporation with its main offices located in Hillsborough County, Florida.
2. Defendant, TIMOTHY BELL ("Bell") is a resident of Hillsborough County, Florida.
3. The amount in controversy exceeds \$15,000, exclusive of interest and costs.
4. Plaintiff is seeking injunctive relief against Defendant.

AAPS

5. AAPS is organized as a non-profit organization under IRS regulation 501(c)(6) in the State of Florida. It has a full-time headquarters and professional staff dedicated to the administrative needs of the organization.

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6. AAPS was founded to fill a professional need among physicians practicing in medical specialties.

7. AAPS serves its member physicians with a broad range of professional, administrative and educational functions overseeing the administration, development and management of 17 medical specialty boards of certification.

8. AAPS has over 3,000 physician members nationwide. It also has auxiliary members which include spouses, children, parents, surviving spouses or other individuals of the active physician member in good standing.

9. AAPS has a governmental affairs office which represents members' interests at the local, state and federal levels. It employs a full time expert to assist members in dealing with third party payers, hospitals and potential/current employers. It maintains CME records showing hours earned through its programs and assists physicians seeking, renewing and expanding hospital privileges. It also provides responsive attestation to ABPS affiliated board certification.

TIMOTHY BELL'S TERMINATION

10. On October 6, 2008, Bell was hired as AAPS's Government Affairs Officer.

11. Bell failed to perform his duties as Government Affairs Officer, including, but not limited to, the following:

- (a) repeated failure to prepare and submit weekly meeting agendas;
- (b) repeated failure to provide lobbyist reports;
- (c) repeated failure to prepare and submit meeting minutes;
- (d) failure to follow sick leave policy;
- (e) failure to meet required MVP evaluation deadlines; and

(f) failure to perform required monthly PAC/FEC reconciliations.

12. Bell was an at-will employee.

13. As a result of Bell's failure to perform his duties, his employment was terminated on February 26, 2010.

BELL'S DESIGNED ATTACKS

14. Immediately prior to his termination, Bell threatened officers of AAPS that if they terminated him he would "take the organization down."

15. After his termination, Bell has engaged in a conscious, calculated and deliberate effort to attack and/or damage AAPS, its employees and its physician members and any other parties associated with or previously employed by AAPS.

16. After his termination, Bell advised one of AAPS's lobbyists that he intended to ruin AAPS's CEO, William Carbone, and ruin AAPS.

VIOLATION OF CONFIDENTIALITY AGREEMENT

17. As part of his employment, Bell executed a confidentiality policy for AAPS employees, a copy of which is attached hereto as Exhibit A.

18. The credentialing of physician specialists is a highly competitive environment in which numerous organizations vie for applicants and for acceptance. AAPS controls a distinct minority share of its market being much smaller in membership in comparison to its two closest competitors. Based on the foregoing, confidential information of AAPS must be closely guarded and highly protected.

19. Bell agreed that he would not remove or permit to be removed from the AAPS office any document or thing which constitutes actual or potential examination

process and materials or confidential information without the express prior written permission of the Chief Executive Officer of AAPS.

20. Bell agreed that he would not transmit or permit to be transmitted from the AAPS office any document or thing which constitutes actual or potential examination process and materials, confidential information or trade secrets.

21. Bell agreed that he would not encrypt or permit to be encrypted any document or thing which constitutes actual or potential examination process and materials, confidential information or trade secrets.

22. Bell agreed that he was not authorized to disclose or permit to be disclosed to any unauthorized individual any documents or things which constitute actual or potential examination process and materials, confidential information or trade secrets.

23. On termination of his employment with AAPS for any reason with or without cause, Bell agreed that he would leave with AAPS all AAPS property, all documents and things; and all confidential information in each AAPS employee's possession whether prepared by the AAPS employee or by others.

24. Bell agreed that this provision regarding confidential information extended beyond the end his employment for a period of two years.

25. Bell agreed that if he violated or assisted any individual in violating or attempting to violate this policy, or concealed any violation of this policy, he would be subject to civil liability, injunctive relief and/or damages.

26. On information and belief, Bell has violated the terms of the confidentiality policy for AAPS employees by removing, transmitting, encrypting, and/or disclosing documents or things which constitute actual or potential examination process

and materials, confidential information and/or trade secrets without express prior written permission.

27. On information and belief, Bell is utilizing AAPS's confidential information and trade secrets in an attempt to damage AAPS.

FAKE E-MAIL CAMPAIGN

28. On information and belief, Bell has engaged in a campaign to send false, threatening and offensive e-mails to AAPS's business partners, associates and board members.

29. On information and belief, Bell is using the pseudonym Mark Epstein, M.D. to imply that he is a physician member of AAPS.

30. On information and belief, Bell is using a Google Gmail account, marc.epstein.md@gmail.com, to send these false, threatening and offensive e-mails to AAPS's business partners, associates and board members.

31. Those e-mails are false and misleading and have caused damage to AAPS.

32. Upon information and belief, Bell is also using e-mails, including the following:

- (a) chactaw_student@yahoo.com;
- (b) AAPS-ABPS@aol.com; and
- (c) dr_bob_antonio@yahoo.com;

33. Bell has distributed an e-mail when asking for IRS form documentation referencing an alleged personal meeting and conversation with the Chief Financial Officer, Mr. Tony Durante, which never occurred in order to cast aspersions on Mr. Durante's loyalty to the organization.

CONSPIRACY WITH MIKE DISTEFANO

34. On information and belief, Bell conspired with his long-time friend and acquaintance, Michael DiStefano, to falsely apply for a position of Manager of Certification with AAPS.

35. The sole purpose of DiStefano's application for the position of Manager of Certification was to create false information on AAPS and its officers.

36. On information and belief, at the direction of Bell, DiStefano met with officers and employees of AAPS on at least two occasions.

37. As a result of those meetings, DiStefano created a false document in an attempt to damage AAPS.

38. DiStefano also actively participates with Bell in repeatedly requesting IRS Form 990 by using the alias of "Harry Palumbo" and the e-mail address PSKET@aol.com.

PUBLICATION OF FALSE CLAIMS BY LISA HOFFMAN

39. Wolters Kluwer is a global information service and publishing company focused on professionals.

40. Wolters Kluwer is associated and/or works with AAPS's closest competitors.

41. Lisa Hoffman is a reporter/employee with Wolters Kluwer.

42. Bell and Lisa Hoffman are conspiring together to publish false information on AAPS including, but not limited to, the following claims:

- (a) Information on the matrix;
- (b) Information on AIF CEO Barney Bishop's for permission to print a brochure under AIF's imprinter to confer the organization's status on AAPS;

- (c) Information on the salaries paid to AAPS's officers;
- (d) Information on the benefits paid to AAPS's officers;
- (e) Information that AAPS has violated federal election laws;
- (f) Information that AAPS has violated state election laws; and
- (g) Information that AAPS has violated IRS codes.

**CONSPIRACY WITH THOMAS CASTILLO,
GARY KLEIN AND ROBERT GELLER**

43. Gary Klein, Robert J. Geller and Thomas A. Castillo are board members of AAPS.

44. On information and belief, Bell is passing false and derogatory information on AAPS to Klein, Geller and Castillo in an attempt to have them oust the CEO of AAPS and disrupt AAPS' business.

45. Such information is being utilized by Klein, Geller and Castillo in an attempt to oust the CEO of AAPS and disrupt AAPS' business.

46. Bell together with Klein, Geller and Castillo have conspired to portray the CEO in a false light by contacting Public members of the organization and distributing pornographic e-mails to them.

47. Bell together with Klein, Geller and Castillo have conspired to clandestinely contact individual Board of Directors and spread false information about the CEO in order to gain their support to remove the CEO.

48. The actions of Bell, Klein, Geller and Castillo have damaged AAPS.

Count I

49. Plaintiff realleges the allegations contained in paragraphs 1 through 27 above.

50. Bell has violated the terms of the Confidentiality Agreement by removing, transmitting, encrypting and/or disclosing documents or things.

51. As a result of Bell's actions, AAPS has been harmed.

52. Since the acts of Bell will continue in the future unless restrained, AAPS has no adequate remedy at law for damages.

53. Bell has agreed to injunctive relief.

54. Defendant's acts are irreparably harming Plaintiff because the dissemination of its confidential information and trade secrets can destroy Plaintiff's business and good will. AAPS was and is an entity of good name, credit, reputation and good will.

WHEREFORE, Plaintiff, AAPS, demands an injunction requiring the return of all documents or things which constitute confidential information or trade secrets, an order prohibiting Bell from utilizing any information he received while an employee of AAPS which constitute confidential information or trade secrets, and for such other relief as the Court deems proper.

Count II

55. Plaintiff realleges the allegations contained in paragraphs 1 through 27 above.

56. Bell has removed or permitted to be removed trade secrets of AAPS.

57. Bell has utilized that confidential information and trade secrets to damage AAPS.

58. Bell agreed that, if he violated or assisted any individual in violating the Confidentiality Agreement, he would be subject to damages.

59. Plaintiff has been damaged by Bell's actions.

WHEREFORE, Plaintiff, AAPS, demands damages against Bell for violation of the Confidentiality Agreement.

Count III

60. Plaintiff realleges the allegations contained in paragraphs 1 through 48 above.

61. Bell knows of the good name, credit, reputation and good will of Plaintiff.

62. Defendant is engaging in a series of acts set forth above in a willful and deliberate disregard of the truth.

63. Defendant knows that he is engaging in publication of false, scandalous and defamatory statements concerning Plaintiff.

64. Defendant's false, scandalous and inflammatory statements were designed to:

- (a) prejudice Plaintiff in the conduct of its trade or business;
- (b) deter third persons from dealing with Plaintiff;
- (c) assail Plaintiff's management;
- (d) impugn Plaintiff's methods of doing business; and
- (e) inflict injury on Plaintiff's business.

65. As a result of the false, scandalous and defamatory statements, Plaintiff was injured in its good name, credit, reputation and good will.

WHEREFORE, Plaintiff demands judgment against Defendant for damages.

Count IV

66. Plaintiff realleges the allegations contained in paragraphs 1 through 48 above.

67. Over the years, Plaintiff has developed a business relationship with its physician members, as well as its employees and associated businesses.

68. Through his employment, Bell is knowledgeable of those relationships.

69. Bell is intentionally and unjustifiably interfering with these relationships.

70. Plaintiff has been damaged as a result of Bell's interference with those relationships.

WHEREFORE, Plaintiff demands judgment against Defendant for damages.

Count V

71. Plaintiff realleges the allegations contained in paragraphs 1 through 48 above.

72. Bell is engaged in a civil conspiracy with two or more persons named or unnamed above.

73. Bell is engaged in a concerted action with those individuals named and unnamed to accomplish an unlawful purpose and/or to accomplish a lawful purpose by unlawful means.

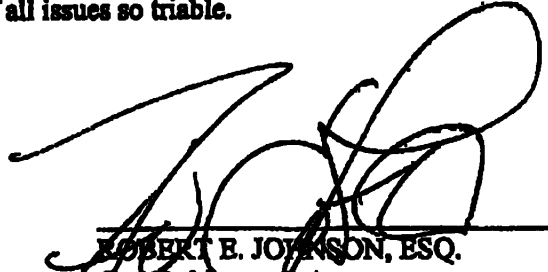
74. Bell and his confederates are committing acts unlawfully, willfully and maliciously that have resulted in injury to the Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendant for damages.

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DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury of all issues so triable.



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Bell

CONFIDENTIALITY POLICY FOR AAPS EMPLOYEES

The American Association of Physician Specialists, Inc. ("AAPS") confers specialty certification on qualified internists and allergists physicians who pass rigorous written, oral and, in some cases, clinical examinations. The AAPS examination process and materials must be carefully constructed, consistently monitored, and absolutely secure in order to serve properly the medical profession and the consumer of physician services.

Credentialing of the physician specialist is a highly competitive environment in which numerous organizations vie for applicants and for acceptance. Confidential information of AAPS must be guarded and protected if AAPS is to function effectively in this environment.

AAPS therefore issues the following policy statement concerning confidentiality:

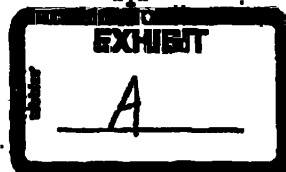
1. AAPS has a proprietary interest in the examination process and materials and in its other confidential information.

"AAPS" includes its officers, directors, committees, as well as its recognized Boards of Certification and Academies of Medicine and their members.

"Examination process and materials" includes all phases of constructing, validating, administering and scoring written, oral and clinical examinations; the candidates' scores; all phases of the application process including the contents of each candidate's file and contacts with others concerning the candidate; examination materials including any question, draft question, item bank, score sheet, answer key, examination, draft examination, and test booklet.

"Confidential information" means data, records and information of Association including, but not limited to, the following: (a) Membership and financial information; (b) Examination development and administration techniques and procedures; (c) Certification materials, protocols and procedures, exam question pools, prior examinations and examinations in progress, lists of actual and potential candidates for certification; (d) Goals, objectives, projects and policies of Association and the status thereof; (e) Employment and staffing information; (f) Actions, deliberations and deliberations of Association, its Board of Directors, its Executive Committee, the various Boards of Certification of Association's affiliate organizations, of the various Academies which are affiliate organizations of Association, and the membership at large; (g) Advice of legal counsel for Association; (h) Membership recruitment and services; and (i) Education programs.

2. All examination process and materials and other confidential information is confidential whether or not specifically made known to AAPS employee as confidential information; is a valuable, special, and unique asset of AAPS; and remains the property of AAPS.
3. Each AAPS employee must be a guardian and protector both of examination process and materials and confidential information of AAPS.



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"AAPS employee" means any contract, non-contract, salaried, hourly, full time, part time, and temporary employee, and includes any volunteer and consultant.

4. No AAPS employee will remove or permit to be removed from the AAPS office any document or thing which constitutes actual or potential examination process and materials or confidential information without the express prior written permission of the Chief Executive Officer of AAPS.

"Document" means any tangible writing whatsoever, whether typed, printed, typeset, handwritten, photocopied, or any combination thereof.

"Thing" means any tangible thing other than a "document" including by way of illustration and without limitation a photograph, computer tape, computer disk, audio tape, audio cassette, video tape, video cassette, microfilm, microfiche, and computer generated image.

5. No AAPS employee will transmit or permit to be transmitted from the AAPS office any document or thing which constitutes actual or potential examination process and materials, confidential information or trade secrets without the express prior written permission of the Chief Executive Officer of AAPS.

"Transmit" includes mail, courier, delivery, hand carrying, voice, fax, data transmission, electronic mail, and computer modem.

6. No AAPS employee will encrypt or permit to be encrypted any document or thing which constitutes actual or potential examination process and materials, confidential information or trade secrets without the express prior written permission of the Chief Executive Officer of AAPS and without first disclosing to the AAPS Chief Executive Officer in writing both the reason for such proposed encryption and the key to such proposed encryption.

"Encrypt" and "encrypted" means to encode, format, encrypt, password, zip, misfile, misname, or otherwise hide, conceal or make or attempt to make unavailable or inaccessible, and includes changing any existing encryption which may have been approved from its approved key.

"Key" means the method by which any encrypted thing can be both located and accessed.

7. No AAPS employee will disclose or permit to be disclosed to any unauthorized individual any document or thing which constitutes actual or potential examination process and materials, confidential information or trade secrets without the express prior written permission of the Chief Executive Officer of AAPS.

"Unauthorized individual" means any natural person, corporation, agency, and other organization or entity whatsoever, including spouse, domestic partner, or child, which is

not specifically authorized to have access to actual or potential examination process and materials, confidential information or trade secrets. The term also includes any other AAPS employee whose access to such documents or things is or has been restricted.

8. Any AAPS employee who is uncertain if any document or thing constitutes actual or potential examination process and materials, confidential information or trade secrets will not remove, transmit, encrypt or disclose such document or thing without the express prior written permission of the Chief Executive Officer of AAPS.
9. Any AAPS employee who violates or who assists any individual in violating or attempting to violate this policy, or who conceals any violation of this policy, will be subject to immediate termination of employment without notice or severance, as well as to civil liability, injunction, damages, and criminal prosecution to the maximum extent of the law.
10. On termination of employment with AAPS for any reason with or without cause, each AAPS employee agrees to leave with AAPS all AAPS property; all documents and things; and all confidential information in each AAPS employee's possession, whether prepared by the AAPS employee or by others.
11. The provisions of this policy extend beyond the end of each AAPS employee's employment or service for a period of two (2) years; provided, however, that if the maximum period allowed by law is less than or greater than two years, the maximum period allowed by law will be the length of extension of this policy.
12. This policy will be governed by the laws of Georgia. In the event that any provision of this policy is determined to be unenforceable, this policy will be interpreted and enforced as though any such unenforceable provision is not a part of this policy.
13. This policy is subject to change. Each AAPS employee is entitled to a copy of any change in this policy.

EMPLOYEE STATEMENT

I have read, understand and will adhere to the policy set forth above. I have received a copy of this policy.

Dated: 9/29/08

Signature: J. J. Bell

Print Name: Jonathan J. Bell

Witness: [Signature] 9/29/08